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16 **NMC GROUP, INC.**

17 UNITED STATES DISTRICT COURT
18 CENTRAL DISTRICT OF CALIFORNIA
19 WESTERN DIVISION

20 **NMC GROUP, INC.,**
21 Plaintiff,
22 v.
23 **THE YOUNG ENGINEERS, INC.,**
24 Defendant.

25 Case No. 2:11-cv-04280-GHK-JC
26 **STIPULATED PROTECTIVE ORDER**
27 **[COURT MADE CHANGES TO**
28 **PARAGRAPHS 2.5 AND 3]**

AND RELATED COUNTERCLAIMS

1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve
3 production of confidential, proprietary, or private information for which special
4 protection from public disclosure and from use for any purpose other than
5 prosecuting this litigation may be warranted. Accordingly, the parties hereby
6 stipulate to and petition the court to enter the following Stipulated Protective
7 Order. The parties acknowledge that this Order does not confer blanket protections
8 on all disclosures or responses to discovery and that the protection it affords from
9 public disclosure and use extends only to the limited information or items that are
10 entitled to confidential treatment under the applicable legal principles. The parties
11 further acknowledge that Civil Local Rule 79-5 sets forth the procedures that must
12 be followed and the standards that will be applied when a party seeks permission
13 from the court to file material under seal.

14 2. DEFINITIONS

15 2.1 Challenging Party: a Party or Non-Party that challenges the
16 designation of information or items under this Order.

17 2.2 “CONFIDENTIAL” Information or Items: information (regardless of
18 how it is generated, stored or maintained) or tangible things that qualify for
19 protection under Federal Rule of Civil Procedure 26(c).

20 2.3 Counsel (without qualifier): Outside Counsel of Record and House
21 Counsel (as well as their support staff).

22 2.4 Designating Party: a Party or Non-Party that designates information or
23 items that it produces in disclosures or in responses to discovery as
24 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE COUNSELS’
25 EYES ONLY”.

26 2.5 Disclosure or Discovery Material: all items or information, regardless
27 of the medium or manner in which it is generated, stored, or maintained (including
28 documents, deposition testimony, deposition transcripts, and tangible things, but

1 not including other pretrial testimony/transcripts and pretrial hearings), that are
2 produced or generated in disclosures or responses to discovery in this matter.

3 2.6 Expert: a person with specialized knowledge or experience in a matter
4 pertinent to the litigation who (1) has been retained by a Party or its counsel to
5 serve as an expert witness or as a consultant in this action, (2) is not a past or
6 current employee of a Party or of a Party's competitor, and (3) at the time of
7 retention, is not anticipated to become an employee of a Party or of a Party's
8 competitor.

9 2.7 "HIGHLY CONFIDENTIAL – OUTSIDE COUNSELS' EYES
10 ONLY" Information or Items: extremely sensitive "Confidential Information or
11 Items," disclosure of which to another Party or Non-Party would create a
12 substantial risk of serious harm that could not be avoided by less restrictive means.

13 2.8 House Counsel: attorneys who are employees of a party to this action.
14 House Counsel does not include Outside Counsel of Record or any other outside
15 counsel.

16 2.9 Non-Party: any natural person, partnership, corporation, association,
17 or other legal entity not named as a Party to this action.

18 2.10 Outside Counsel of Record: attorneys who are not employees of a
19 party to this action but are retained to represent or advise a party to this action and
20 have appeared in this action on behalf of that party or are affiliated with a law firm
21 which has appeared on behalf of that party.

22 2.11 Party: any party to this action, including all of its officers, directors,
23 employees, consultants, retained experts, and Outside Counsel of Record (and their
24 support staffs).

25 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
26 Discovery Material in this action.

27 2.13 Professional Vendors: persons or entities that provide litigation
28 support services (e.g., photocopying, videotaping, translating, preparing exhibits or

1 demonstrations, and organizing, storing, or retrieving data in any form or medium)
2 and their employees and subcontractors.

3 2.14 Protected Material: any Disclosure or Discovery Material that is
4 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE
5 COUNSELS’ EYES ONLY.”

6 2.15 Receiving Party: a Party that receives Disclosure or Discovery
7 Material from a Producing Party.

8 3. SCOPE

9 The protections conferred by this Stipulation and Order cover not only
10 Protected Material (as defined above), but also (1) any information copied or
11 extracted from Protected Material; and (2) all copies, excerpts, summaries, or
12 compilations of Protected Material; and (3) any conversations or presentations by
13 Parties or their Counsel that might reveal Protected Material. However, the
14 protections conferred by this Stipulation and Order do not cover the following
15 information: (a) any information that is in the public domain at the time of
16 disclosure to a Receiving Party or becomes part of the public domain after its
17 disclosure to a Receiving Party as a result of publication not involving a violation
18 of this Order, including becoming part of the public record through trial or
19 otherwise; (b) any information known to the Receiving Party prior to the disclosure
20 or obtained by the Receiving Party after the disclosure from a source who obtained
21 the information lawfully and under no obligation of confidentiality to the
22 Designating Party; and (c) pretrial testimony/transcripts, pretrial hearings, trial
23 testimony/transcripts and trial. Any use of Protected Material at pretrial hearings
24 or trial shall be governed by a separate agreement or order.

25 4. DURATION

26 Even after final disposition of this litigation, the confidentiality obligations
27 imposed by this Order shall remain in effect until a Designating Party agrees
28 otherwise in writing or a court order otherwise directs. Final disposition shall be

1 deemed to be the later of (1) dismissal of all claims and defenses in this action,
2 with or without prejudice; and (2) final judgment herein after the completion and
3 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
4 including the time limits for filing any motions or applications for extension of
5 time pursuant to applicable law.

6 5. DESIGNATING PROTECTED MATERIAL

7 5.1 Exercise of Restraint and Care in Designating Material for Protection.

8 Each Party or Non-Party that designates information or items for protection under
9 this Order must take care to limit any such designation to specific material that
10 qualifies under the appropriate standards. To the extent it is practical to do so, the
11 Designating Party must designate for protection only those parts of material,
12 documents, items, or oral or written communications that qualify – so that other
13 portions of the material, documents, items, or communications for which
14 protection is not warranted are not swept unjustifiably within the ambit of this
15 Order.

16 Mass, indiscriminate, or routinized designations are prohibited.
17 Designations that are shown to be clearly unjustified or that have been made for an
18 improper purpose (e.g., to unnecessarily encumber or retard the case development
19 process or to impose unnecessary expenses and burdens on other parties) may
20 expose the Designating Party to sanctions.

21 If it comes to a Designating Party's attention that information or items that it
22 designated for protection do not qualify for protection at all or do not qualify for
23 the level of protection initially asserted, that Designating Party must promptly
24 notify all other parties that it is withdrawing the mistaken designation.

25 5.2 Manner and Timing of Designations. Except as otherwise provided in
26 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
27 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
28

1 under this Order must be clearly so designated before the material is disclosed or
2 produced. Designation in conformity with this Order requires:

3 (a) for information in documentary form (e.g., paper or electronic
4 documents, but excluding transcripts of depositions or other pretrial or trial
5 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or
6 “HIGHLY CONFIDENTIAL – OUTSIDE COUNSELS’ EYES ONLY” to each
7 page that contains protected material.

8 A Party or Non-Party that makes original documents or materials available
9 for inspection need not designate them for protection until after the inspecting
10 Party has indicated which material it would like copied and produced. During the
11 inspection and before the designation, all of the material made available for
12 inspection shall be deemed “HIGHLY CONFIDENTIAL – OUTSIDE
13 COUNSELS’ EYES ONLY.” After the inspecting Party has identified the
14 documents it wants copied and produced, the Producing Party must determine
15 which documents, or portions thereof, qualify for protection under this Order.
16 Then, before producing the specified documents, the Producing Party must affix
17 the appropriate legend (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
18 OUTSIDE COUNSELS’ EYES ONLY”) to each page that contains Protected
19 Material.

20 (b) for testimony given in deposition, that the Designating Party identify on
21 the record, before the close of the deposition, all protected testimony and specify
22 the level of protection being asserted. When it is impractical to identify separately
23 each portion of deposition testimony that is entitled to protection and it appears
24 that substantial portions of the deposition testimony may qualify for protection, the
25 Designating Party may invoke on the record (before the deposition is concluded) a
26 right to have up to 30 days to identify the specific portions of the deposition
27 testimony as to which protection is sought and to specify the level of protection
28 being asserted. Only those portions of the deposition testimony that are

1 appropriately designated for protection within the 30 days shall be covered by the
2 provisions of this Stipulated Protective Order. Alternatively, a Designating Party
3 may specify, at the deposition or up to 30 days afterwards if that period is properly
4 invoked, that the entire deposition transcript shall be treated as
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE COUNSELS’
6 EYES ONLY.”

7 Parties shall give the other parties notice if they reasonably expect a
8 deposition to include Protected Material so that the other parties can ensure that
9 only authorized individuals who have signed the “Acknowledgment and
10 Agreement to Be Bound” (Exhibit A) are present at the deposition. The use of a
11 document as an exhibit at a deposition shall not in any way affect its designation as
12 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE COUNSELS’
13 EYES ONLY.”

14 Deposition transcripts containing Protected Material shall have an obvious
15 legend on the title page that the deposition transcript contains Protected Material,
16 and the title page shall be followed by a list of all pages (including line numbers as
17 appropriate) that have been designated as Protected Material and the level of
18 protection being asserted by the Designating Party. The Designating Party shall
19 inform the court reporter of these requirements. Any deposition transcript that is
20 prepared before the expiration of a 30-day period for designation shall be treated
21 during that period as if it had been designated “HIGHLY CONFIDENTIAL –
22 OUTSIDE COUNSELS’ EYES ONLY” in its entirety unless otherwise agreed.
23 After the expiration of that period, the deposition transcript shall be treated only as
24 actually designated.

25 (c) for information produced in some form other than documentary and for
26 any other tangible items, that the Producing Party affix in a prominent place on the
27 exterior of the container or containers in which the information or item is stored
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1 the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE
2 COUNSELS’ EYES ONLY.”

3 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
4 failure to designate qualified information or items does not, standing alone, waive
5 the Designating Party’s right to secure protection under this Order for such
6 material. Upon timely correction of a designation, the Receiving Party must make
7 reasonable efforts to assure that the material is treated in accordance with the
8 provisions of this Order.

9 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

10 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
11 designation of confidentiality at any time so long as the timing of any such
12 challenge comports with the discovery cut-off deadline. Unless a prompt
13 challenge to a Designating Party’s confidentiality designation is necessary to avoid
14 foreseeable, substantial unfairness, unnecessary economic burdens, or a significant
15 disruption or delay of the litigation, a Party does not waive its right to challenge a
16 confidentiality designation by electing not to mount a challenge promptly after the
17 original designation is disclosed.

18 6.2 Meet and Confer and Judicial Intervention. The parties shall comply
19 with the procedures set forth in Civil Local Rule 37 to resolve any dispute as to a
20 designation of confidentiality and shall comport with the discovery cut-off
21 deadline.

22 7. ACCESS TO AND USE OF PROTECTED MATERIAL

23 7.1 Basic Principles. A Receiving Party may use Protected Material that
24 is disclosed or produced by another Party or by a Non-Party in connection with this
25 case only for prosecuting, defending, or attempting to settle this litigation. Such
26 Protected Material may be disclosed only to the categories of persons and under
27 the conditions described in this Order. When the litigation has been terminated, a
28

1 Receiving Party must comply with the provisions of section 13 below (FINAL
2 DISPOSITION).

3 Protected Material must be stored and maintained by a Receiving Party at a
4 location and in a secure manner that ensures that access is limited to the persons
5 authorized under this Order.

6 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
7 otherwise ordered by the court or permitted in writing by the Designating Party, a
8 Receiving Party may disclose any information or item designated
9 "CONFIDENTIAL" only to:

10 (a) the Receiving Party's Outside Counsel of Record in this action, as well
11 as employees of said Outside Counsel of Record to whom it is reasonably
12 necessary to disclose the information for this litigation and who have signed the
13 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit
14 A;

15 (b) the officers, directors, and employees (including House Counsel) of the
16 Receiving Party to whom disclosure is reasonably necessary for this litigation and
17 who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

18 (c) Experts (as defined in this Order) of the Receiving Party to whom
19 disclosure is reasonably necessary for this litigation and who have signed the
20 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

21 (d) the court and its personnel;

22 (e) court reporters and their staff, professional jury or trial consultants, and
23 Professional Vendors to whom disclosure is reasonably necessary for this litigation
24 and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit
25 A);

26 (f) during their depositions, witnesses in the action to whom disclosure is
27 reasonably necessary and who have signed the "Acknowledgment and Agreement
28 to Be Bound" (Exhibit A), unless otherwise agreed by the Designating Party or

1 ordered by the court. Pages of transcribed deposition testimony or exhibits to
2 depositions that reveal Protected Material must be separately bound by the court
3 reporter and may not be disclosed to anyone except as permitted under this
4 Stipulated Protective Order.

5 (g) the author or recipient of a document containing the information or a
6 custodian or other person who otherwise possessed or knew the information.

7 7.3 Disclosure of “HIGHLY CONFIDENTIAL – OUTSIDE
8 COUNSELS’ EYES ONLY”. Unless otherwise ordered by the court or permitted
9 in writing by the Designating Party, a Receiving Party may disclose any
10 information or item designated “HIGHLY CONFIDENTIAL – OUTSIDE
11 COUNSELS’ EYES ONLY” only to:

12 (a) the Receiving Party’s Outside Counsel of Record in this action, as well
13 as employees of said Outside Counsel of Record to whom it is reasonably
14 necessary to disclose the information for this litigation and who have signed the
15 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
16 A;

17 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably
18 necessary for this litigation, (2) who have signed the “Acknowledgment and
19 Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set forth
20 in paragraph 7.4(a), below, have been followed;

21 (c) the court and its personnel;

22 (d) court reporters and their staff, professional jury or trial consultants, and
23 Professional Vendors to whom disclosure is reasonably necessary for this litigation
24 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
25 A); and

26 (e) the author or recipient of a document containing the information or a
27 custodian or other person who otherwise possessed or knew the information.
28

1 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY
 2 CONFIDENTIAL – OUTSIDE COUNSELS’ EYES ONLY” Information or Items
 3 to Experts.

4 (a) Unless otherwise ordered by the court or agreed to in writing by the
 5 Designating Party, a Party that seeks to disclose to an Expert (as defined in this
 6 Order) any information or item that has been designated “HIGHLY
 7 CONFIDENTIAL – OUTSIDE COUNSELS’ EYES ONLY” pursuant to
 8 paragraph 7.3(b) first must make a written request to the Designating Party that
 9 (1) identifies the general categories of “HIGHLY CONFIDENTIAL – OUTSIDE
 10 COUNSELS’ EYES ONLY” information that the Receiving Party seeks
 11 permission to disclose to the Expert, (2) sets forth the full name of the Expert and
 12 the city and state of his or her primary residence, (3) attaches a copy of the
 13 Expert’s current resume, (4) identifies the Expert’s current employer(s),
 14 (5) identifies each person or entity from whom the Expert has received
 15 compensation or funding for work in his or her areas of expertise or to whom the
 16 expert has provided professional services, including in connection with a litigation,
 17 at any time during the preceding five years, and (6) identifies (by name and
 18 number of the case, filing date, and location of court) any litigation in connection
 19 with which the Expert has offered expert testimony, including through a
 20 declaration, report, or testimony at a deposition or trial, during the preceding five
 21 years.

22 (b) A Party that makes a request and provides the information specified in
 23 the preceding respective paragraphs may disclose the subject Protected Material to
 24 the identified Expert unless, within 14 days of delivering the request, the Party
 25 receives a written objection from the Designating Party. Any such objection must
 26 set forth in detail the grounds on which it is based.

27 (c) The parties shall comply with the procedures set forth in Civil Local Rule
 28 37 to resolve any dispute as to disclosure of any information or item that has been

1 designated “HIGHLY CONFIDENTIAL – OUTSIDE COUNSELS’ EYES
2 ONLY” to an Expert (as defined in this Order) under paragraph 7.3(b) and shall
3 comport with the discovery cut-off deadline.

4 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
5 IN OTHER LITIGATION

6 If a Party is served with a subpoena or a court order issued in other litigation
7 that compels disclosure of any information or items designated in this action as
8 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE COUNSELS’
9 EYES ONLY” that Party must:

10 (a) promptly notify in writing the Designating Party. Such notification shall
11 include a copy of the subpoena or court order;

12 (b) promptly notify in writing the party who caused the subpoena or order to
13 issue in the other litigation that some or all of the material covered by the subpoena
14 or order is subject to this Protective Order. Such notification shall include a copy
15 of this Stipulated Protective Order; and

16 (c) cooperate with respect to all reasonable procedures sought to be pursued
17 by the Designating Party whose Protected Material may be affected.

18 The Designating Party shall bear the burden and expense of seeking
19 protection in that court of its confidential material – and nothing in these
20 provisions should be construed as authorizing or encouraging a Receiving Party in
21 this action to disobey a lawful directive from another court.

22 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
23 PRODUCED IN THIS LITIGATION

24 (a) The terms of this Order are applicable to information produced by a
25 Non-Party in this action and designated as “CONFIDENTIAL” or “HIGHLY
26 CONFIDENTIAL – OUTSIDE COUNSELS’ EYES ONLY”. Such information
27 produced by Non-Parties in connection with this litigation is protected by the
28

1 remedies and relief provided by this Order. Nothing in these provisions should be
2 construed as prohibiting a Non-Party from seeking additional protections.

3 (b) In the event that a Party is required, by a valid discovery request, to
4 produce a Non-Party's confidential information in its possession, and the Party is
5 subject to an agreement with the Non-Party not to produce the Non-Party's
6 confidential information, then the Party shall:

7 1. promptly notify in writing the Requesting Party and the Non-
8 Party that some or all of the information requested is subject to a confidentiality
9 agreement with a Non-Party;

10 2. promptly provide the Non-Party with a copy of the Stipulated
11 Protective Order in this litigation, the relevant discovery request(s), and a
12 reasonably specific description of the information requested; and

13 3. make the information requested available for inspection by the
14 Non-Party.

15 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

16 If a Receiving Party learns that, by inadvertence or otherwise, it has
17 disclosed Protected Material to any person or in any circumstance not authorized
18 under this Stipulated Protective Order, the Receiving Party must immediately
19 (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use
20 its best efforts to retrieve all unauthorized copies of the Protected Material,
21 (c) inform the person or persons to whom unauthorized disclosures were made of
22 all the terms of this Order, and (d) request such person or persons to execute the
23 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit
24 A.

25 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
26 PROTECTED MATERIAL

27 When a Producing Party gives notice to Receiving Parties that certain
28 inadvertently produced material is subject to a claim of privilege or other

1 protection, the obligations of the Receiving Parties are those set forth in Federal
2 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
3 whatever procedure may be established in an e-discovery order that provides for
4 production without prior privilege review. Pursuant to Federal Rule of Evidence
5 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
6 of a communication or information covered by the attorney-client privilege or
7 work product protection, the parties may incorporate their agreement in the
8 stipulated protective order submitted to the court.

9 **12. MISCELLANEOUS**

10 **12.1 Right to Further Relief.** Nothing in this Order abridges the right of
11 any person to seek its modification by the court in the future.

12 **12.2 Right to Assert Other Objections.** By stipulating to the entry of this
13 Protective Order no Party waives any right it otherwise would have to object to
14 disclosing or producing any information or item on any ground not addressed in
15 this Stipulated Protective Order. Similarly, no Party waives any right to object on
16 any ground to use in evidence of any of the material covered by this Protective
17 Order.

18 **12.3 Filing Protected Material.** A Party that seeks to file under seal any
19 Protected Material shall comply with Civil Local Rule 79-5.

20 **13. FINAL DISPOSITION**

21 Within 60 days after the final disposition of this action, as defined in
22 paragraph 4, each Receiving Party must return all Protected Material to the
23 Producing Party or destroy such material. As used in this subdivision, "all
24 Protected Material" includes all copies, abstracts, compilations, summaries, and
25 any other format reproducing or capturing any of the Protected Material. Whether
26 the Protected Material is returned or destroyed, the Receiving Party must submit a
27 written certification to the Producing Party (and, if not the same person or entity, to
28 the Designating Party) by the 60-day deadline that (1) identifies (by category,

1 where appropriate) all the Protected Material that was returned or destroyed and
 2 (2) affirms that the Receiving Party has not retained any copies, abstracts,
 3 compilations, summaries or any other format reproducing or capturing any of the
 4 Protected Material. Notwithstanding this provision, Counsel are entitled to retain
 5 an archival copy of all pleadings, motion papers, trial, deposition, and hearing
 6 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
 7 reports, attorney work product, and consultant and expert work product, even if
 8 such materials contain Protected Material. Any such archival copies that contain
 9 or constitute Protected Material remain subject to this Protective Order as set forth
 10 in Section 4 (DURATION).

11 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

13 DATED: June 12, 2012

PERKINS COIE LLP

15 By: /s/ Michael J. Song
 16 Michael J. Song
 msong@perkinscoie.com

17 Attorneys for Plaintiff
 18 **NMC GROUP, INC.**

19 DATED: June 12, 2012

JOSEPH E. MUETH LAW CORPORATION

21 By: /s/ Joseph E. Mueth
 22 Joseph E. Mueth
 jmueth@josephemueth.com

23 Attorneys for Defendant
 24 **THE YOUNG ENGINEERS, INC.**

25 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

26 DATED: June 14, 2012

27 /s/
 Hon. Jacqueline Chooljian
 28 U.S. Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of

[print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California in the case of *NMC Group, Inc. v. The Young Engineers, Inc.*, Case No. 2:11-cv-04280-GHK-JC. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of

[print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____